

**RESOLUTION NO. 2018-6-CM**  
**RESOLUTION APPROVING EXECUTION OF LEASE FOR**  
**THE TIPPECANOE COUNTY OFFICE OF WOMEN INFANTS AND CHILDREN**

**WHEREAS**, The Tippecanoe County Board of Commissioners has been made aware of the need for new office space for the use of Tippecanoe County Women, Infants, & Children (WIC) programs; and

**WHEREAS**, the Board of Commissioners has been made aware that Smalley Holdings, LLC, is willing and able to lease space at 324 N. 25<sup>th</sup> Street to the County for such programs;

**WHEREAS**, Smalley Holdings is willing to lease 5,423 square feet of rentable space and 900 square feet of basement storage to the County for two years at a cost of \$9 per square foot through February 1, 2019, and \$10 per square foot thereafter; and

**WHEREAS**, on December 12, 2017, the Tippecanoe County Council approved Resolution 2017-37-CL finding that the provision of such additional office space and facilities for the provision of Tippecanoe County Court Services programs is needed; and

**WHEREAS**, the Board of Commissioners has received a petition for lease of such space signed by fifty (50) taxpayers; and

**WHEREAS**, following public hearing advertised as required under IC 5-3-1, the Board of Commissioners determines that the additional office space and facilities are needed and leasing such space and facilities is in the best interest of the County;

**NOW, THEREFORE, BE IT THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA THAT:**

1. The County should enter into a lease agreement in substantially the form set forth in Exhibit A hereto.
2. The President of the Board of Commissioners is authorized to execute such documents

as are necessary to enter into the lease agreement.

Duly adopted this 16<sup>th</sup> day of January, 2018.

BOARD OF COMMISSIONERS OF  
TIPPECANOE COUNTY



Thomas P. Murtaugh, President

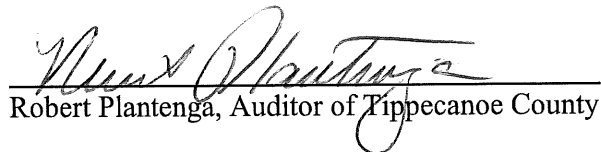


David S. Byers, Vice President



Tracy A. Brown, Member

ATTEST:



Robert Plantenga, Auditor of Tippecanoe County

## **EXHIBIT A - FORM OF LEASE AGREEMENT**

1. "Commercial-Industrial Lease for Single Tenant Property"
2. Amendment #1 to Lease Agreement



COMMERCIAL-INDUSTRIAL LEASE  
FOR SINGLE TENANT PROPERTY

A. PARTIES: Smally Holdings LLC ("Landlord")  
agrees to lease to The Board of Commissioners of Tippecanoe Co  
("Tenant") and Tenant agrees to lease from Landlord the following property for the consideration and subject to the following:  
B. LEASED PREMISES: The Leased Premises is commonly known as 324 N 25th Street

Township, Tippecanoe County, Lafayette, Indiana, 47904-2609, in  
building, containing approximately 5,423 square feet and all other improvements located on the property and all  
easements and appurtenances thereto, which property is legally described or illustrated in Exhibit A and attached hereto and  
made a part hereof ("Leased Premises").

C. TERM AND RENEWALS: The initial term of this Lease is for 2yrs8mo ☒ (months) ☒ (years) beginning on the  
1st day of February, 2018 and shall continue until midnight on the 30th day of  
September, 2020. Provided Tenant is not in default, Tenant shall have        options to renew  
this Lease, each for a period of       . To exercise a renewal option, Tenant shall give written notice to  
Landlord at least        prior to the expiration of the term. If Tenant fails to exercise any renewal option on or  
before such date, such option and all succeeding options shall no longer exist. All of the terms and conditions of this Lease  
shall apply during the renewal periods, except that the rent shall be adjusted as provided below.

D. RENT:

1. Initial Rent: During the initial term, Tenant shall pay as minimum rent for the Leased Premises the sum of  
\$ 44,739.75 per year, payable in advance in equal monthly installments of \$ 4,067.25 per  
month (prorated for any partial month at the beginning or end of the Lease term), commencing on the 1st  
day of March, 2018 and on the 1st day of each calendar month thereafter.

2. Rent Adjustments - Initial Term (if applicable): February 1, 2019 the rent will be \$4519.17 until the end of the  
lease Sept. 30, 2020 - 20 months or \$90,383.40 Either party can terminate the lease agreement with a 120 days  
notice.

3. Rent Adjustments - Renewal Periods (if applicable):       

a. First Renewal Period:       

b. Subsequent Renewal Period(s):       

All rent shall be paid without notice or demand and without relief from valuation or appraisal laws to Landlord at the address  
set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.

E. LATE CHARGE: Tenant shall pay a late charge of 5.000 % of the monthly rent immediately upon demand if any payment is  
more than five (5) days late.

F. DEPOSITS: Tenant has paid to Landlord, upon execution of this Lease, the sum of \$        as advanced  
rent for the month(s) of       , and \$ 4,067.25 as security for the performance of Tenant's  
obligations. In the event of a default by Tenant, Landlord at its option may apply any part of the security deposit as may be  
necessary to cure the default, and if Landlord does so, Tenant shall upon demand reimburse Landlord an amount such that  
Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon the termination of this Lease,  
(provided Tenant is not in default) Landlord shall refund to Tenant any remaining balance of the security deposit without interest.

G. ACCEPTANCE OF LEASED PREMISES: Tenant has examined the Leased Premises before signing this Lease and is satisfied,  
except as to the following alterations, improvements, repairs, decorating and cleaning to be performed by Landlord: The  
Landlord shall paint the building with a neutral paint color that is agreeable to both parties

Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Leased Premises  
were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve,

49 repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased  
50 Premises or the building, has been made by Landlord to Tenant, except as set forth herein.  
51 H. **USE OF LEASED PREMISES:** The Leased Premises are to be used by Tenant for the following purposes: The premises  
52 will be used as the WIC office for Tippecanoe County

53 and for no other purposes without the prior written consent of Landlord. Tenant shall not  
54 use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or  
55 order of any governmental authority, including, but not limited to zoning ordinances and Environmental Laws as hereinafter  
56 defined, nor will Tenant maintain or permit any nuisance to occur on the Leased Premises. Tenant covenants and agrees that  
57 Tenant will use, maintain and occupy the Leased Premises in a careful, safe and proper manner, and will not commit waste.

58 I. **REAL ESTATE TAXES:** Regardless of the assessment and payment dates, real estate taxes shall be deemed for purposes of  
59 this Lease to accrue ratably during the calendar year in which such taxes are due and payable. In the event a portion of such  
60 year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term  
61 hereof as the case may be. The real estate taxes for the Leased Premises shall be paid: **[Check the applicable paragraph**  
62 **number below]**

- 63 ☐ 1. By Tenant, to Landlord in full when due in May and November.  
64 ☐ 2. By Tenant, to Landlord monthly in 1/12 installments of the annual tax estimated by Landlord and adjusted annually based  
65 on the actual taxes.  
66 ☒ 3. By Landlord, in full when due in May and November.  
67 ☐ 4. Other: \_\_\_\_\_

68  
69 Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant.

70 J. **INSURANCE AND INDEMNIFICATION:**

71 1. **PROPERTY INSURANCE:** During the Term, ☐ (Tenant) ☒ (Landlord) shall maintain with respect to the building, including all  
72 Tenant improvements, a policy or policies of Special Form (formerly known as "all risks") Property insurance coverage  
73 (including boiler and machinery coverage, and any other endorsements required by any mortgagee of the Leased  
74 Premises) in an amount equal to: ☒ (full replacement cost) ☐ (maximum insurable value) ☐ (\$ \_\_\_\_\_).  
75 The property insurance need not include flood or earthquake insurance unless such coverage is required by applicable law  
76 or by any mortgagee. Such insurance shall include insurance (in favor of Landlord) against abatement or loss of rent, in an  
77 amount at least equal to annual rent. Insurance premiums for the Leased Premises shall be paid as follows: **[Check the**  
78 **appropriate paragraph letter below]**

- 79 ☐ a. By Tenant, to the insurer in full when due.  
80 ☐ b. By Tenant, to Landlord in full when due ☐ (annually) ☐ (quarterly) ☐ (semiannually).  
81 ☐ c. By Tenant, to Landlord monthly in 1/12 increments of the annual cost.  
82 ☒ d. By Landlord, in full when due.  
83 ☐ e. Other: \_\_\_\_\_

84  
85 2. **TENANT'S PROPERTY AND FIXTURES:** Tenant assumes the risk of damage to any furniture, equipment, machinery, goods,  
86 supplies or fixtures which are or remain the property of Tenant or as to which Tenant retains the right of removal from the  
87 Leased Premises, except that Tenant's assumption of such risks shall not extend to any damage caused by the negligence of  
88 Landlord or anyone acting by, through, or under Landlord if such risk is not insurable (or is insured but within the deductible  
89 amount) under such comprehensive fire and casualty personal property insurance policy as Tenant may maintain with respect  
90 to such property.

91 3. **TENANT'S PUBLIC LIABILITY INSURANCE:** Tenant shall, at its own cost and expense, keep and maintain in full force  
92 during the Lease term, as policy or policies of comprehensive commercial general liability insurance on an occurrence  
93 basis, insuring Tenant's activities in or about the Leased Premises against loss, damage or liability for personal injury or  
94 death of any person or loss or damage to property occurring in, upon or about the Leased Premises during the Lease term, with  
95 \$ 1,000,000.00 Million in combined single limit coverage. Landlord, its successors, assigns and any mortgagee  
96 shall be named as additional insureds under each policy maintained by Tenant. Tenant also shall maintain worker's  
97 compensation coverage to the extent required by law.

98 4. **INDEMNIFICATION OF LANDLORD:** Tenant shall indemnify, defend and hold Landlord harmless from and against any  
99 and all liability, penalties, losses, damages, costs and expenses, attorney fees, demands, causes of action, claims or  
100 judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of  
101 any accident or other occurrence during the Lease term, or otherwise resulting from Tenant's occupancy, use of or  
102 operations in the Leased Premises; provided, however, that Tenant shall not be required to indemnify Landlord for any  
103 damage or injury of any kind arising solely as the result of Landlord's negligence or willful act or that of its agents,  
104 officers, employees and contractors.

105 5. **WAIVER OF SUBROGATION:** Any policy of property insurance maintained by either party shall include a clause or  
106 endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by  
107 the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for  
108 damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the  
109 extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this provision or

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elsewhere in this Lease, neither party shall be deemed to have released or waived any claim against the other for damages to property within the deductible amount of such party's insurance policy.

6. **LANDLORD'S NON-LIABILITY:** Except in the case of negligence of Landlord, Landlord shall not be liable for injury to any person due to the condition of the Leased Premises or by reason of the occurrence of any accident in or about the Leased Premises or due to any act or neglect of Tenant or any other person.
7. **INSURANCE CERTIFICATES:** Tenant shall furnish to Landlord upon written request a certificate of insurance as to all insurance required to be maintained by Tenant. Each certificate shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to the parties named as insureds.

**K. UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated:  
(Check the applicable party)

Utility/Service	Tenant	Landlord
1. Electrical Service	X	
2. Heat and/or Gas Service	X	
3. Telephone Service	X	
4. HVAC Maintenance		X
5. Water Service	X	
6. Sewer Service	X	
7. Cleaning/Janitorial	X	
8. Trash Removal	X	
9. Lawn/Landscaping		X
10. Snow Removal	X	
11. Fire Sprinkler System	X	
12. Alarm/Security System	X	
13. Other (List and describe here or on an attachment)		
<u>Maintenance of the plumbing and electrical systems</u>		X

**NOTE: ANY ITEM NOT MARKED IS DEEMED UNAVAILABLE OR THE RESPONSIBILITY OF THE TENANT.**

- L. MAINTENANCE AND REPAIR:** During the Lease term, Tenant shall, at its own cost and expense, maintain in good condition and repair the Leased Premises and every part thereof, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Tenant shall not be required to make any roof, foundation or structural alterations, repairs or replacements to the Leased Premises except as otherwise required by this Lease. Landlord shall allow Tenant the use and benefit of each and every warranty to which Landlord is entitled with respect to any items repaired or replaced by Tenant. Landlord shall be responsible for maintaining the roof, exterior walls (except doors, windows and glass), foundation and structural integrity of the building, except for damage caused by the negligence or willful act of Tenant or its agents, officers, employees, contractors, licensees or invitees which is not covered or required to be covered under the property insurance to be maintained hereunder. Landlord shall be responsible for major component repairs and/or replacement of the heating, ventilation and air conditioning equipment in the Leased Premises, provided that the need for such repair or replacement is not due to any abuse, misuse, damage or negligence of Tenant or its agents, officers, employees, contractors, licensees, or invitees.
- M. ASSIGNMENT AND SUB-LEASE:** Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting, Landlord reserves the right to refuse to give such consent, and such refusal shall be deemed reasonable, if in Landlord's sole opinion:
1. the use of the Leased Premises is or may be in any way adversely affected;
  2. the business reputation of the proposed assignee or subtenant is deemed unacceptable; or
  3. the financial worth or condition of the proposed assignee or subtenant is less than that of Tenant or is otherwise not acceptable.

Tenant agrees to reimburse Landlord for reasonable costs, expenses, accounting and attorney fees incurred in conjunction with the processing and documentation of any such requested assignment or subletting. Regardless of any assignment or subletting, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease. The

acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of any part of the Leased Premises.

N. **DESTRUCTION OF LEASED PREMISES:** In the event of total or partial destruction of the Leased Premises by fire or other casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance proceeds not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of Landlord. Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in proportion to the percentage of the Leased Premises which are rendered unusable by the casualty.

O. **EMINENT DOMAIN:** If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Leased Premises shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is entitled under applicable law.

P. **DEFAULT AND REMEDY:** Each of the following shall be deemed and constitute a default by Tenant:

1. Failure to pay rent within five (5) days after the same is due;
2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant;
4. If Tenant shall abandon or vacate the Leased Premises prior to the end of the Lease term;
5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within sixty (60) days;
6. An assignment by Tenant for the benefit of creditors; or
7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed within sixty (60) days.

In the event of any such default, Landlord may re-enter the Leased Premises, take possession of all or part, and remove all property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender, Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and storage of Tenant's property, care, maintenance and repair of the Leased Premises while vacant, repair or restoration of the Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to \_\_\_\_\_ % per month ("Default Rate").

Q. **ALTERATIONS:** Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or any additions to the Leased Premises without first obtaining the written consent of Landlord. Alterations and additions to the Leased Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation. If Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the alterations made by Tenant and any damage to the Leased Premises shall be promptly repaired.

R. **MECHANIC'S LIENS:** No person shall be entitled to any lien upon the Leased Premises or the real estate or improvements on or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises; nor as

(office use only)

giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.

S. **INSPECTION AND SHOWING OF LEASED PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine the Leased Premises at any reasonable time and Landlord shall have the right in the event of an emergency to make any repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at reasonable times and during usual business hours, enter to show the Leased Premises to others and, except in the case of renewal, may at any time within ninety (90) days next preceding the expiration of the Lease term affix to any suitable part of the Leased Premises a notice for letting the Leased Premises.

T. **SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant, the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the date of the expiration. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease for the time Tenant retains possession of the Leased Premises or any part after termination of this Lease.

U. **NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by Landlord to exercise any right or remedy at any time available to Landlord under this Lease shall constitute a waiver of such right or remedy as to the same or any other breach or default by Tenant. The acceptance of rent by Landlord at any time when Tenant is in breach or default of any covenant or condition shall not be construed as a waiver of any default. Landlord's rights and remedies under this Lease are cumulative and neither the inclusion nor the exercise by Landlord of any such right or remedy shall preclude or limit Landlord's exercise of any other right or legal or equitable remedy available under this Lease or under applicable law.

V. **ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

1. **Definitions:** For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Leased Premises or the building (collectively, "Environmental Laws").

2. **Covenants and Indemnity:** Tenant shall not use the Leased Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Leased Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees. If Tenant shall breach any obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees, contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from the Leased Premises or the building (whether or not Landlord has given its consent to the presence of such Hazardous Material):

a. Tenant shall promptly take all actions, at its sole expense, as are necessary to cure, clean up or otherwise remediate the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions are required or approved by governmental authorities having jurisdiction.

b. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, Landlord's costs to cure, clean up or otherwise remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings resulting from such violation, release, discharge or disposal.

The provisions of this Paragraph shall survive expiration or termination of this Lease.

W. **MISCELLANEOUS:**

1. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under the Landlord, except as provided for herein.

(office use only)



2. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns.
3. This Lease shall be construed in accordance with the laws of the State of Indiana.
4. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
5. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
6. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require in connection with any sale or financing.
7. Landlord and Tenant acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Landlord and Tenant further acknowledge that they understand and accept agency relationships involved in this transaction.
8. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) at the address set forth below the signature of each party. The addresses may be changed from time to time by either party by serving written notice.
9. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Lease on behalf of such party.

*[Signature]*

TENANT'S SIGNATURE

1-16-2018

DATE

*[Signature]*

LANDLORD'S SIGNATURE

1/16/18

DATE

The Board of Commissioners of Tippecanoe Co  
PRINTED

Smalley Holdings  
PRINTED

765-423-9215  
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER

765-404-9648  
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER

20 N. 3rd Street  
TENANT'S ADDRESS

16553 Cava Drive  
LANDLORD'S ADDRESS

Lafayette IN 47901  
CITY STATE ZIP

Fishers IN 46037  
CITY STATE ZIP



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice. Form #F41. Copyright IAR 2017



# AMENDMENT # 1 TO LEASE AGREEMENT

1 Date: 01/12/2018

2  
3 This Addendum is attached to and made a part of Lease Agreement dated 01/08/2018  
4 for property in Fairfield Township, Tippecanoe County, known as  
5 324 N 25th Street Lafayette, Indiana, Zip 47904 (the "Property")  
6 between Smally Holdings, Landlord, and  
7 The Board of Commissioners of Tippecanoe County, Tenant.

8  
9 It is mutually agreed to amend said Lease Agreement as follows: (check appropriate paragraph)

10 ☐ A. The original lease is extended \_\_\_\_\_ months, from \_\_\_\_\_ to

11 ☒ B. The original lease is otherwise modified on the following terms:

12 Should Federal Funds for the maintenance of the Program of the Lessee be decreased to the point that the Indiana  
13 WIC Program would be unable to support this Lease, then and in such event, this Lease may be cancelled by the  
14 Lessee upon a thirty (30) day written notice to the Lessor.

15 Lessee to provide Lessor with proof of liability insurance with Smally Holdings LLC, 16553 Cava Dr, Fishers, IN 46037  
16 listed as an additional insured.

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23  
24 All other terms and conditions of the original lease remain unchanged. This is a legally binding contract.

25 By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

26  
27  
28  
29 [Signature] 1/16/18  
30 LANDLORD'S SIGNATURE DATE

31  
32  
33  
34 LANDLORD'S SIGNATURE DATE

35 PRINTED

36 PRINTED

37 [Signature] 1-16-2018  
38 TENANT'S SIGNATURE DATE

39  
40 TENANT'S SIGNATURE DATE

41 Thomas P. Murtagh  
42 PRINTED

43 Thomas P. Murtagh  
PRINTED